

**Exhibit B**

Sent/Received

**RESCAP**

JUL 22 2013

MORRISON

FOERSTER

To: \_\_\_\_\_  
By: \_\_\_\_\_

Claim Information

Claim Number

4397

Basis of Claim

Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.

DEFRAUDED

\$144,000.00 = ORIG. LOAN AMT. @ TIME GMAC CAUSED THE DEFAULT.

I WAS MISLEAD BY DECEPTION & UNLAWFUL ACTION (SEE SUPPORT DOCS)

\*NOT POSSIBLE FOR ME TO GIVE AN ACTUAL \$ FIGURE FOR LOSS OVER THE LIFE OF THIS LOAN I WAS DUPPED INTO. GMAC HAS STILL NOT SUPPLIED ME WITH ANY INTELLIGIBLE INFO. ON PAST INCREASES — WHO KNOWS WHAT ELSE IS IN STORE? THE ONLY SANE # TO REFLECT UPON IS THE POINT OF RESTORATION OR MAYBE THEY WILL GIVE THE #.

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number:

9613

Address of property related to the above loan number:

341 OAK DR.

City:

NEW CUMBERLAND

State:

PA

ZIP Code:

17070

• AS LONG AS I AM IN THIS LOAN I AM LOSING MONEY. EVERYTHING OVER \$ 679.83 per MONTH IS OVER THE MAX FIXED AMT. INDICATED BY GMAC, AS WHAT

Additional resources may be found at - <http://www.kccllc.net/rescap>

my NEW PYMT. WOULD BE... CURRENTLY \$874.41 after 2yrs.

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 4397  
Mary R. Biancavilla  
Type: POC

TRIMMED DOWN Summary for (clm # 4397)

1 of 2

. Early 2009, March, Called for information on New Administration's Mortgage programs. They could not give info. on phone was sending in mail.

. Approx. 4-6 weeks later I received info. that looked like what would be collected when applying for credit/mortgage etc.

. I called about the documentation and was told I needed to submit my financials so that they could see if I would qualify for one of their new programs.

. Late June, 2009...I sent the paperwork fully completed by both the fax # they gave and a full copy by mail.

There were communications inbetween mostly GMAC requesting info. they already had. I instructed them to look to the copy I had mailed for any duplicate requests.

. Mid Dec., 2009...In checking my bank balance noticed it was high, I did the math, it was the amount of my mortgage payment that should have been auto-debited. I called GMAC promptly.

. (See support doc's (A & B), cover summaries and attached bank statements showing auto-debits for Oct and Nov 2009, and no debit for Dec. 2009.

. As indicated on pg. 2 of support doc. B. GMAC (without my knowledge or consent), qualified and made up my mind for me. They began the trial and I was to send pymt. with docs. promptly.

. See GMAC ltr. dated 1/11/10 shook me up some more, I called and was redirected to the Loss Mitigation dept. they explained they took over the loan and the rest of the letter did not apply.

\* Note: The HAMP workout plan (included) sent with my loan# on it. I had underlined in #2 on second page where everything (taxes, insurance and any other fees) was to be included in my new fixed rate payment of 679.83.

. Support doc C, pg. #1 summary outlines the documents which follow it, showing all of what then defaulted my Hamp trial by GMAC while also showing they were receiving and cashing my trial checks on time. The insufficient funds were caused by GMAC's UNAUTHORIZED auto draft...I contacted them about this immediately after they were identified to me by my bank as the drafter of the unauthorized amt. of \$1380.08 (see Members 1st stmt. dtd., Jan. 25-Feb. 24, 2010, pg. 2.) This same page shows second trial check #116, deposited the day before the unauthorized draft.

. VERY IMPORTANT\*\* I was sent a letter by GMAC (enclosed, dated 2/11/10) they were unable to supply me with my written consent for the autodraft. This is because there wasn't one. there were no apologies or affirmation that they would correct any damage this may have caused to the trial etc.

(Cln. #4397)

2/2

. In closing GMAC ltr. dated 2/12/2010...is also incorrect...see support doc's C, Members 1st stmt., dtd. Dec.25-Jan 24/2010 pg.2, check#115 is the first trial pymt.deposited and cleared.

By the time I received this letter it was well known by GMAC that I was in Loss Mitigation undergoing the trial and that due to the unauthorized autodraft, reversed by my bank and questioned by me by phone later the same day of Feb.4,2010, requesting signature proof they did not have indicated by their letter 2/11/10...they were already on notice by me NO Further Auto Drafts.

With the new loan every month is a certified bank check because I do not trust them with my electronic info.

. I did complete my trial successfully if it were not for the unlawful actions perpetrated against me.

. I was told I WAS Approved for HAMP pending successful completion of the HAMP trial.

(GMAC was well aware of everything that occurred during the trial and did not offer to rectify their errors) \_ The Step-rate-loan (current pymt.amt.is \$874.41 after 2 years) a far cry from \$679.83 and the interest rate goes up), is not a fixed rate loan. Had I known this was where we would be going from the first phone call, no paperwork would have been submitted by me.) I was manipulated into this step-rate-loan with the end result, me being defrauded out of my original loan. It was a whirlwind once they got rolling.

I am seeking justice and restitution as the court sees fit.

I want to thank you for all of your patience with my submission, I may be reached @(717)695-7684.

I have done what I can to try and show that there was a process in place that caused damage. My heart goes out to all who have lost their homes due to the same or similar circumstances.

On a larger scale our national economy is suffering while these things go (seemingly) unchecked. How much longer and how many more foreclosures will add to the countries economic decline. Some of the rich are getting richer, while the poor are getting poorer. Why should economic giants just walk away?

I know our administration meant for right results, it is unfortunate when the process is hijacked and does not serve it's original purpose. I do believe this is why we have laws and trust they will be applied appropriately.

Sincerely,

Mary Biancavilla

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
<b>Name of Debtor and Case Number:</b> <u>GMAC MORTGAGE (RESCAP) CASE # 12-12020 (MG)</u>			
<b>NOTE:</b> This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(c)(2)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(c)(2)) may be filed pursuant to 11 U.S.C. § 503.			
<b>Name of Creditor (the person or entity to whom the debt was owed, singly or jointly):</b> <u>MARY R. BIANCAVILLA</u>			<input type="checkbox"/> Check this box if this claim asserts a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____  <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving position.  <b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(b).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <input type="checkbox"/> Domestic support obligation under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(2). <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ).  Amount entitled to priority: _____  * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to costs accumulated on or after the date of adjustment.
<b>Name and address where notice should be sent:</b> <u>MARY R. BIANCAVILLA</u> <u>341 OAK DR.</u> <u>NEW CUMBERLAND, PA. 17070</u>			
<b>Telephone number:</b> _____			
<b>Name and address where payment should be sent (if different from above):</b> <u>SAME AS ABOVE</u>			
<b>Telephone number:</b> _____			
<b>1. Amount of Claim as of Date Case Filed:</b> <u>\$ 144,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. <u>NO OTHER FEES ARE INCLUDED</u>			
<b>2. Basis for Claim:</b> <u>DEFRAUDED</u> (See instruction #2)			
<b>3. Last four digits of pay number by which creditor identifies debtor:</b> <u>9613</u>	<b>3a. Debtor may have scheduled account as:</b> <u>?</u> (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> <u>UNKNOWN</u> (See instruction #3b)	
<b>4. Secured Claim (See instruction #4)</b> Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required selected documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Official (If Variable) (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, If any: \$ _____ Bank for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
<b>6. Claim Payment to 11 U.S.C. § 509(b):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. <u>\$ 00.00</u> (See instruction #6)			
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
<b>8. Documents.</b> Attached are reflected copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of existing accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, item 4 has been completed, and reflected copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "reflected") <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____			
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or the bankruptcy agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other creditor. (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) (Attach copy of power of attorney, if any.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. <u>MARY R. BIANCAVILLA</u> First Name: _____ Title: _____ Company: _____ (Signature) _____ (Date) <u>11/3/2012</u> Address and telephone number (if different from notice address above): _____ Telephone number: _____ Email: _____			
<b>Penalty for presenting fraudulent claim:</b> Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

COURT USE ONLY

To all concerned,

Overview.

I am submitting the attached for consideration, it has been some time ago that I was traumatized by a process of GMAC and since have not been able to look at the documents, much less do anything. The only reason you have this before you now is the letter I received indicating that GMAC was filing bankruptcy in addition to being encouraged to do so.

Sometime early 2009 I called for information on the loans the president was talking about. They would not tell me anything by phone, said I needed to fill out paperwork to get more information. This was the beginning of a series of fraud perpetrated against probably more the loan I had than me. I didn't like that loan either but I had to do it as I had gone through alot being a caregiver to my mom after my father passed away. Medical persons said she should go to nursing home but I premised dad before he died that I would take care of her. This took a toll on my work and credit history. Some years after she died (I had her 7yrs.), I needed to consolidate my debt and move forward, and had to do a no-doc. loan, I wanted a fixed loan but circumstances happened, it was the only way. Well I knew I would change that loan as soon as I was in a position to do so and that is why I was inquiring of GMAC about these new loans. What I needed was a smaller payment and they mislead me with that promise, defrauded me and I am, have been and will be paying more and more with the loan they scared me into by way of defaulting my loan, my trial and then threatening me with foreclosure. They behaved as if this was all just part of the process and literally mislead me every step of the way.

It is a very sad day in this Nation being unable to trust our lending institutions. Please, I am not an attorney and am unsure if I have done this right but it is to the best of my ability. Help me out of this. I have called GMAC from time to time to see if the conversation was reasonable It is not. I do not want to have to be hostage to a company that is doing wrong, I do not have a way out now after the position they steered me into. That is not to say things were good before hand but I went to them for information and maybe help...this did not. If GMAC did not want to service these loans they should not have purchased them. What they have done to people and the market is not good. I would request release of my deed if you were to ask me what I would like to see done in lieu of the amount indicated. I am sure either way GMAC will not miss any of it, I have been in my house now almost 20yrs, it is all I have to work with and it has cost me all I had. I would love a fresh start to pay down all of my worthy debtors and get retrained for the second part of life. I am grateful for your help in this matter. Sincerely, .....Mary Biancavilla.

Clm #4397

SUPPORT DOCS: 'A' pg. 1 of 1

ATTACHED HERE ARE 2 CONSECUTIVE  
MONTHS BANK STATEMENTS WHICH SHOW  
GMAC - LISTED AS:

AUTOMATIC ID: [REDACTED] 4840 CO: LOAN SERVICING

PLEASE NOTE: LINE ITEMS OCT 2 + NOV 2, 2009.  
— AUTO DEBIT OF \$690<sup>00</sup> EA. MONTH.

THIS AMT. REPRESENTS (AND WAS) THE ORIG. MORTGAGE  
AMT. FROM MY LOAN PURCHASED BY GMAC FROM  
MY PREVIOUS LENDER.

- AFTER ALL THAT HAS SINCE OCCURRED, <sup>(READ THROUGH FOR ADD. INFO.)</sup>  
I ONLY SEND CERT. BANK CHECKS TO GMAC —  
— THEY HAVE PROVED THEMSELVES UNTRUSTWORTHY.

CM # 4397



8991 1 AV 0.335

31204-8991

MARY R BIANCAVILLA  
341 OAK DR  
NEW CUMBERLAND PA 17070

Main Switchboard: (800) 283-2326  
EZ Call: (717) 697-4372 or (800) 283-4372  
TDD: (717) 697-5312 or (800) 283-2326 ext. 5312  
Toll-Free: (800) 237-7288

Account Number:

Balances at a Glance:

Checking: 215.42  
Savings: 179.49  
Certificates: ~~6,224.24~~  
Loans: ~~2,224.24~~  
Money Management: ~~2,224.24~~  
Swipe 5 YTD Reward: 7.95

Page: 1 of 3

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## CHECKING ACCOUNTS

### 11 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Sep 25	Balance Forward			221.41
Sep 29	Withdrawal POS #177522 WAL-MART #1591 HARRISBURG PA		73.02-	148.39
Sep 29	Withdrawal Adjustment Debit Card Credit Voucher 09/29 048201591998 WM SUPERCENTER HARRISBURG (E	15.81		164.20
Sep 29	Withdrawal Debit Card CHECK CARD 09/29 800-255-7828 ALLSTATE *PAYMENT ILUSIN2000		68.30-	95.90
Sep 30	Withdrawal Debit Card CHECK CARD 09/29 172257000167955 GIANT FOOD #253 NEW CUMBER		60.30-	35.60
Sep 30	Withdrawal Debit Card CHECK CARD 09/28 452001157992 RITE AID STORE 0418 NEW CUMBE		11.76-	23.84
Sep 30	Deposit EZ Call Transfer From Share 05	300.00		123.84
Sep 30	Withdrawal POS #330384 CNS RITE AID CORP. 761886 NEW CUMBERLAN PA		20.83-	102.91
Sep 30	Withdrawal Overdrawn NSF In the amount \$25.40 WalMart DC		33.00-	69.91
Sep 30	Deposit Swipe 5 Rebate	0.60		70.51
Oct 01	Deposit Transfer From Share 00	4.41		74.92
Oct 01	Withdrawal Debit Card CHECK CARD 09/30 172257000167955 GIANT FOOD #253 NEW CUMBER		51.44-	23.48
Oct 01	Deposit EZ Call Transfer From Share 05	882.51		925.99
Oct 01	Withdrawal POS #932435 GIANT FOOD #253 NEW CUMBERLAN PA		20.00-	905.99
Oct 02	Withdrawal Debit Card CHECK CARD 09/30 800-331-0500 ATTM*46401004048PHI GALIS630		36.67-	869.32
Oct 02	Withdrawal POS #575645 WEIS MARKETS #125 CAMP HILL PA		20.00-	849.32
Oct 02	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC (ID: 1231694840 CO: LOANSERVICING		680.00-	169.32
Oct 03	Withdrawal POS #099583 WEIS MARKETS #125 CAMP HILL PA		46.17-	119.15
Oct 04	Withdrawal Debit Card CHECK CARD 10/03 422001246889 SAC SHOP #9 NEW CUMBERLAN PA		9.77-	109.38





Main Switchboard: (800) 283-2528  
EZ Call: (717) 687-4372 or (800) 283-4372  
TDD: (717) 687-4312 or (800) 283-2528 ext. 5912  
Relay Service: (800) 257-7288

Account Number: **2020**

Balances at a Glance:

Checking: 379.28  
Savings: 159.53  
Certificates: **[REDACTED]**  
Loans: **[REDACTED]**  
Money Management: **[REDACTED]**  
Swipe 5 YTD Reward: 8.85

Page: 1 of 3

9147 1 AV 0.335

32017-9147

MARY R BIANCAVILLA  
341 OAK DR  
NEW CUMBERLAND PA 17070

Your current Member Loyalty Rewards level is Silver.  
Your aggregate... 989.03.  
An aggregate... products  
Need...? **[REDACTED]**  
Give them... information  
visit... **[REDACTED]**

## CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Oct 25	Balance Forward			215.42
Oct 25	Withdrawal Debit Card CHECK CARD 10/23 06176380125WE11 WEIS MARKETS #125 S CAMP H		28.62	186.80
Oct 25	Withdrawal POS #630736 GIANT FOOD #253 NEW CUMBERLAN PA		25.00	161.80
Oct 25	Withdrawal Debit Card CHECK CARD 10/24 048200000000125 BOSCOVS 00000125 CAMP HILL		20.00	141.80
Oct 27	Withdrawal ACH CHASE TYPE: EPAY ID: 5700039224 CO: CHASE		25.52	116.28
Oct 27	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH		65.84	50.44
Oct 28	Deposit Transfer From Share 05	200.00		250.44
Oct 28	Withdrawal POS #654651 WAL-MART #1886 MECHANICSBUR PA		32.58	217.86
Oct 29	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 10/28/2009 10/27 06176380125WE11 WEIS MARKETS #125 S CAMP H		15.36	202.50
Oct 29	Withdrawal Debit Card CHECK CARD 10/28 172257000167955 GIANT FOOD #253 NEW CUMBER		15.55	186.95
Oct 29	Withdrawal Debit Card CHECK CARD 10/29 014697000213248 COMCAST OF CENTRAL PA 800		100.00	86.95
Oct 31	Withdrawal Debit Card CHECK CARD 10/29 462001157992 RITE AID STORE 0418 NEW CUMBE		14.21	72.74
Oct 31	Deposit	100.00		172.74
Oct 31	Deposit Swipe 5 Rebate	0.90		173.64
Nov 01	Withdrawal Debit Card CHECK CARD 10/31 172257000167955 GIANT FOOD #253 NEW CUMBER		17.33	156.31
Nov 02	Withdrawal Debit Card CHECK CARD 11/01 686-3480303 JOYCE MEYER MINISTRIES MOUS000		20.00	136.31
Nov 02	Deposit EZ Call Transfer From Share 05	752.01		888.32
Nov 03	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694840 CO: LOANSERVICING		800.00	88.32

Chm. #  
4397

SUPPORT DOC'S 'B' Pg 1 of 2

NEXT, I HAVE ATTACHED MY BANK - from (DEC, 2009) ~~STATEMENTS~~  
STATEMENTS WHICH DO NOT SHOW MY  
MORTGAGE PYMT. BEING DEBITED.

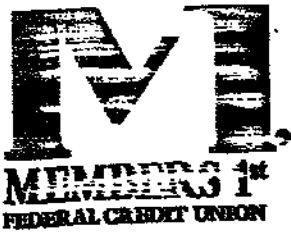
- I WAS NOT NOTIFIED, NEVER CONSENTED  
OR CONSULTED WITH REGARDS TO IT.

GMAC HAD COLLECTED, FAITHFULLY, AUTOMATIC DEBITS  
IN THE AMT OF \$690 per MONTH WITHOUT ANY  
CHG. FROM THE TIME THEY TOOK OVER THE LOAN.

I NEVER SAW THIS OR WHAT WAS ABOUT  
TO UNFOLD COMING.

IT WAS A COUPLE OF WEEKS INTO DECEMBER, 2009 -  
WHEN I NOTICED THE OVERAGE IN THE EXACT  
AMT. OF MY MORTGAGE PAYMENT AND CALL GMAC  
PROMPTLY. I HAD NEVER IN THE 15+ YRS OF  
HOMEOWNERSHIP BEEN LATE WITH A PAYMENT, I WAS  
SHAKEN.

GMAC INFORMED NOT TO WORRY I WAS APPROVED  
FOR A MODIFICATION - I SAID THERE WAS A  
MIS UNDERSTANDING THAT I WAS NOT  
APPLYING, ONLY SEEKING INFO. ON THE  
TYPE OF LOAN/S OFFERED. MA =



MEMBERS 1st  
www.members1st.org

MEMBERS 1st  
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312  
Toll Free: (800) 283-2328

9789 1 XV 0-335 34763-9789  
MARY R BIANCAVILLA  
341 OAK DR  
NEW CUMBERLAND PA 17070

Nov 25, 2009 thru Dec 24, 2009

Account Number: ~~20000000000000000000~~

Balances at a Glance:

Checking: 140.63  
Savings: 859.57  
Certificates: ~~0.00~~  
Loans: ~~0.00~~  
Money Management: ~~0.00~~  
Swipe 5 YTD Reward: 9.60

Page: 1 of 3

## CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Nov 25	Balance Forward			379.28
Nov 25	Withdrawal Debit Card CHECK CARD 11/24 158891000153307 GIANT FUEL #253 NEW CUMBER		14.98	364.30
Nov 25	Withdrawal POS #723382 GIANT FOOD #331 MECHANICSBURG PA		25.00	339.30
Nov 26	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 11/25/2009 11/24 06176380125WE11 WEIS MARKETS #125 S CAMP H		7.53	331.77
Nov 26	Withdrawal Debit Card CHECK CARD 11/25 42465400880 SALVATION ARMY #103 MECHANICS		31.78	299.99
Nov 27	Withdrawal Debit Card CHECK CARD 11/26 172257000167955 GIANT FOOD #253 NEW CUMBER		57.43	242.56
Nov 30	Withdrawal ACH CHASE TYPE: EPAY ID: 5780038224 CO: CHASE		25.43	217.13
Nov 30	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH		70.20	146.93
Nov 30	Deposit Swipe 5 Rebate	0.75		147.68
Dec 01	Deposit EZ Cell Transfer From Share 0005	701.55		849.23
Dec 02	Withdrawal Debit Card CHECK CARD 12/01 636-3490303 JOYCE MEYER MINISTRIES MOUSBO		20.00	829.23
Dec 02	Withdrawal POS #353215 WAL-MART #1886 MECHANICSBURG PA		29.23	800.00
Dec 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/02/2009 12/01 06176380125WE11 WEIS MARKETS #125 S CAMP H		10.30	789.70
Dec 03	Check 001112 Tracer 0001048173		111.04	678.66
Dec 04	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/03/2009 12/02 00178470056RUT1 RUTTER'S FARM STORE #5 NEW		9.85	668.81
Dec 04	Withdrawal Debit Card CHECK CARD 12/03 172257000167955 GIANT FOOD #253 NEW CUMBER		26.72	642.09
Dec 04	Deposit EZ Cell Transfer From Share 0005	150.00		792.09

NO -  
-4690<sup>00</sup> AUTO-DRAW

*conting*

Mechanicsburg, PA 17055  
www.mechanicsburgpa.org

Telephone:

Page: 2 of 3

Date	Transaction Description	Debit	Credit	Balance
Dec 04	Check 001111 Tracer 0001217265	10.00		782.09
Dec 05	Withdrawal POS #628491	50.00		732.09
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 06	Withdrawal Debit Card CHECK CARD	9.98		722.11
	TRANSACTION DATE - 12/05/2009			
	12/04 00178470058RUT1 RUTTER'S FARM STORE #5 NEW			
Dec 07	Withdrawal Debit Card CHECK CARD	11.87		710.24
	12/06 172257000162955 GIANT FOOD #253 NEW CUMBER			
Dec 09	Deposit Transfer From Share 0000		1,288.00	1,978.24
Dec 09	Withdrawal Debit Card CHECK CARD	27.65		1,950.59
	12/08 150691000153307 GIANT FUEL #253 NEW CUMBER			
Dec 09	Withdrawal EZ Cell Transfer To Share 0000	700.00		1,250.59
Dec 09	Withdrawal POS #62000	55.00		1,195.59
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 10	Withdrawal Debit Card CHECK CARD	109.86		1,085.73
	12/09 880-331-0500 ATTM 48401004848PHI GAUS830			
Dec 11	Withdrawal Debit Card CHECK CARD	15.98		1,069.75
	12/11 880-217-4284 GAT FOODS ATALGO LLC MAUSIN750			
Dec 13	Withdrawal POS #63285	50.00		1,019.75
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 14	Withdrawal Debit Card CHECK CARD	40.93		968.82
	12/14 443-200-1200 PROFESSIONAL ARTS PHARMACUSIN			
Dec 14	Withdrawal ACH GE MONEY	30.00		938.82
	TYPE: PAYMENT ID: 108137262 CO: GE MONEY			
Dec 16	Withdrawal Debit Card CHECK CARD	24.82		914.00
	TRANSACTION DATE - 12/15/2009			
	12/14 0817630025WE11 WEIS MARKETS #125 S CAMP H			
Dec 17	Withdrawal Debit Card CHECK CARD	38.22		875.78
	12/16 4343136605 GETTYSBURG ROAD ANIMAL MECHAN			
Dec 18	Withdrawal POS #62984	75.00		799.78
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 18	Withdrawal ACH DISCOVER	250.00		549.78
	TYPE: E-PAYMENT ID: 258020270			
	DATA: DC PYMNTS DOWNTNET CO: DISCOVER			
Dec 22	Withdrawal Debit Card CHECK CARD	13.61		521.17
	12/20 0817630025WE11 WEIS MARKETS #125 S CAMP H			
Dec 22	Withdrawal Debit Card CHECK CARD	10.95		501.22
	12/21 150691000153307 GIANT FUEL #253 NEW CUMBER			
Dec 22	Withdrawal Debit Card CHECK CARD	25.00		476.22
	12/21 443-200-1200 FAMILY DOLLAR #248 NEW CUMBER			
Dec 22	Withdrawal ACH RBS CITIZENS NA	76.47		399.75
	TYPE: PAYMENT ID: 258146896 CO: RBS CITIZENS NA			
Dec 22	Check 001113 Tracer 0001212228	130.00		269.75
Dec 23	Withdrawal Debit Card CHECK CARD	57.13		212.62
	12/22 172257000162955 GIANT FOOD #253 NEW CUMBER			
Dec 23	Withdrawal Debit Card CHECK CARD	11.99		190.63
	12/23 880-827-6304 FAX*ACI SERVICE 220 MYUSIN77			
Dec 23	Withdrawal POS #61302	48.40		140.63
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 24	Ending Balance			140.63
	Cashier Pay and NSF Fee Summary			
	NSF Item Fees Year to Date		33.00	
	Cashier Pay Fees Year to Date		33.00	

MEMBERS F

*no 620*

Check #	Amount	Date	Check #	Amount	Date
001111	10.00	Dec 04	001113	130.00	Dec 22
001112	111.00	Dec 05			
3 Checks Cleared for \$211.00					

Exhibit 29 Pg 13 of 29  
Chm 439

Support Doc's 'B' 2 of 2

- I SOUGHT INFO. ON CORRECTING THEIR MISTAKE, RE. HOW WE RECTIFY THE MISSED AUTO-DEBIT, AND WAS TOLD THEY WOULD NOT BE COLLECTING IT BECAUSE I WAS BEING QUALIFIED FOR A LOAN MODIFICATION. I REITERATED THAT UNTIL I COULD SEE THE TERMS OF THE LOAN WOULD I WANT TO MOVE FORWARD. I WAS ASSURED I WOULD BE HAPPY WITH IT AND THE PROCESS MOVES QUICKLY. THEY INDICATED I WOULD HAVE A TRIAL OF 3 MOS. OF PYMTS OF \$679.83 AND TO SEND THE 1ST ONE FOR JAN 2010, THAT THIS WOULD SATISFY THE PREVIOUS MONTH'S MORTGAGE PYMT. AS WE TRANSITIONED. THEY SAID THEY WERE SENDING OUT THE DOCUMENTS CONFIRMING, AND I SHOULD CALL BRUCE THEN.

SO I WAS UNCOMFORTABLE WITH IT BUT DID NOT WANT TO GET INTO A PROBLEM WITH FORECLOSURE OR ANYTHING BY SOME MISUNDERSTANDING —

I SENT THE 1ST CHECK, RECEIVED PAPERWORK I WAS NOT HAPPY WITH MUCH OF THE UNCOORDINATION IN DOCUMENTATION FROM GMAC BETWEEN THE MORTGAGE DEPT. & THIS LOAN MOD / LOSS MITT AREA.

THE CALLS WERE DISCONCERNING ALSO, BUT THESE LOSS MITT REPS WERE EFFICIENT AND I WAS (UNKNOWN AT THAT TIME) RECALL DE FRAENEN WITH THE MORTGAGE LOAN

## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

01/11/10

116786-000777

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

RE: Account Number [REDACTED] 9613  
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

Disclosure: If you are already working with the Loss Mitigation department on a special forbearance or other foreclosure prevention alternatives, this letter does not apply to you. However, you may want to take advantage of the Homeownership Counseling information contained within this letter.

Your account is in default under the terms of the mortgage. The mortgage payments of \$ 1380.00 for the months of 12/01/09 through 01/01/10, are past due. If you have already mailed these payments, please accept our thanks.

Due to the unresolved delinquency on your account, you may be experiencing temporary or permanent financial problems that led to the default. Your account could soon be referred to foreclosure if the default is not resolved. We would like to discuss possible loss mitigation options, which may be available to you to resolve the delinquency and avoid foreclosure. A brief description of these options follows.

If you have experienced a temporary loss of income or increase in expenses and now have sufficient income to make increased payments, we may be able to work out a REPAYMENT PLAN.

LOAN MODIFICATION: A loan modification capitalizes delinquent payments into the unpaid principal balance. This may be completed if you are unable to make temporary increased monthly payments, yet can still afford your mortgage payments.

BY PHONE  
NO THIS IS  
NO I WOULD  
DER FOR THE  
HIAL MODIFICATION  
AND TO  
GARE ALL  
THE  
REST  
OF  
THIS -  
IT DOES  
NOT  
APPLY  
TO ME

Investor Loan # 9613

**HOME AFFORDABLE MODIFICATION PROGRAM  
LOAN WORKOUT PLAN  
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 01/01/2010  
Borrower ("I"): MARY R BIANCAVILLA  
Lender ("Lender"): GMAC Mortgage, LLC  
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 12/16/2005  
Loan Number: 9613  
Property Address ("Property"): 341 OAK DRIVE NEW CUMBERLAND PA 17070

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Chm 4397



Page 1)

Subj: Doc's 'C'

- So GMAE Rec'd. AND CASHED/CLEARED BANK  
my FIRST TRIAL CHECK IN JAN. AND I  
SENT THE SECOND CHECK AS SCHEDULED.

THEY DEPOSITED my CHECK 3 (WITHOUT AUTHORIZATION)  
NOR ANY WARNING - AUTO-DEBITED my SAME  
ACCT FOR AN AMT. OF 2 TRIAL PAYMENTS...  
... WHICH CAUSED INSUFFICIENT FUNDS +

(GMAE) THEY IN EFFECT DEFRAUDED ~~me~~ OUT  
OF my TRIAL BY CREATING A CIRCUMSTANCE  
THEY WOULD LATER POINT TO AND SAY  
YOU CAN'T HAVE THE 'MAKEING HOME AFFORDABLE'  
LOAN, YOU WILL BE MODIFIED INTO WHAT  
WE WILL GIVE YOU. I WAS DEFRAUDED  
AGAIN AND AGAIN AND AGAIN.

3 pgs  
plus  
They ALREADY  
CASHED  
1ST  
TRIAL  
CHECK IN JAN

B/P  
PHONE

- FIRST - THE INITIAL CALLS TO SAY I  
HAD TO SEND PAPERWORK FOR THAT LOAN INFO.  
2<sup>ND</sup> - MY STOPPED (UNCOLLECTED) Dec 2009 mort. Payments  
WHICH DEFAULTED my ORIG. LOAN.  
3<sup>RD</sup> - THE UNLAWFUL - UNAUTHORIZED AUTO-DEBIT  
WHICH NOT ONLY OVER DRAFTED my ACCOUNT CAUSING  
A DEFAULT TO my TRIAL, BUT SINCE THEY  
ALREADY COLLECTED 2 TRIAL PYMTS, THEY  
WERE OVER CHARGING BY A FULL PAYMENT  
- BREACHING THEIR OWN CONTRACT.

Clm 4397



**Account Number:** 654

**31017-8964**

<b>Balances at a Glance:</b>	
<b>Checking:</b>	<b>555.71</b>
<b>Savings:</b>	<b>859.77</b>
<b>Certificates:</b>	
<b>Loans:</b>	
<b>Money Management:</b>	
<b>Swipe 5 YTD Reward:</b>	<b>10.60</b>

**Your car  
Your age  
An age**

**Silver.  
209.68  
Products**

**Would you like to re  
to Members 1st On**

**• Statements! Go**  
Provide us with your

## CHECKING ACCOUNT

## 0011 - CHECKING

AND STILL NO-  
AUTO Debit.  
OF 690<sup>00</sup>

Date	Description	Amount	Subtotal	Balance
Dec 26	Balance Forward			190.08
Dec 26	Withdrawal Debit Card CHECK CARD 12/24 17225700167955 GIANT FOOD #253 NEW CUMBER		15.32	124.31
Dec 28	Withdrawal Debit Card CHECK CARD 12/27 452001157882 RITE AID STORE 0418 NEW CUMBE		22.23	702.08
Dec 28	Deposit EZ Cell Transfer From Share 0005	200.00		302.08
Dec 28	Withdrawal ACH CHASE TYPE: EPAY ID: 5760039224 CO: CHASE		25.10	276.90
Dec 28	Deposit by Check	7.40		284.30
Dec 29	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH		68.00	216.30
Jan 30	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/29/2019 12/28 6103272061EMER1 HESS 3949 LENOYNE PA		17.00	205.24
Jan 31	Deposit Sales & Returns	1.00		206.24
Jan 02	Withdrawal Debit Card CHECK CARD 01/01 61030000163307 GIANT FUEL #253 NEW CUMBER		20.00	186.24
Jan 05	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 01/02/2020 01/01 6076030020EWET1 WEB MARKETS #25 S CAMP HI		35.00	155.00
Jan 04	Withdrawal Debit Card CHECK CARD 01/03 17225700167955 GIANT FOOD #253 NEW CUMBER		34.74	120.95
Jan 04	Deposit EZ Cell Transfer From Share 0005	600.00		720.95
Jan 05	Check 00115 Treasr 001150000000000000 SDI		673.53	47.12
Jan 07	Withdrawal Debit Card CHECK CARD 01/06 17225700167955 GIANT FOOD #253 NEW CUMBER		27.02	98.30
Jan 13	Deposit Transfer From Share 0005	1,201.30		1,301.30
Jan 15	Withdrawal Debit Card CHECK CARD 01/14 60030000163307 GIANT FUEL #253 NEW CUMBER		31.00	1,328.44
Jan 15	Withdrawal Debit Card CHECK CARD 01/15 01487000213249 COMCAST OF CENTRAL PA 000		181.20	1,147.24
Jan 20	Withdrawal ACH DISCOVER		273.04	874.20

--- Continued on following page ---

Chy 4397



Send Inquiries to:  
8800 Lehigh Valley  
PO Box 40  
Allentown, PA 18106  
www.meritbank.com

Main Office: (610) 292-2200  
EZ Call: (717) 697-4372 or (610) 292-4372  
Toll: (717) 697-5512 or (610) 292-5512 ext. 5512  
Toll-Free: (800) 237-7200

Dec 25, 2009 thru Jan 24, 2010  
Account Number: 888888

Page: 2 of 3

Date	Transaction Description	Additions	Subtractions	Balance
	TYPE: E-PAYMENT ID: 2910020270 DATA: DC PYMNTS DCINTNET CO: DISCOVER			
Jan 20	Withdrawal Debit Card CHECK CARD 01/19 0001010241000F1 KARNS QUALITY FOOD LEMOYNE		14.42-	880.38
Jan 20	Withdrawal ACH RBS CITIZENS NA TYPE: PAYMENT ID: 2001000518 CO: RBS CITIZENS NA		74.85-	805.53
Jan 21	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 01/20/2010 01/19 00170300120WE11 WEIS MARKETS #125 S CAMP H		30.83-	774.70
Jan 21	Withdrawal POS #251020 GIANT FOOD #255 NEW CUMBERLAN PA		40.00-	734.70
Jan 23	Withdrawal Debit Card CHECK CARD 01/23 800-827-8384 TWC AOL SERVICE 0110 NYUSIN07		11.99-	722.71
Jan 23	Withdrawal Debit Card CHECK CARD 01/23 43001305008 GETTY IMAGES 0000 ANIMAL MECHAN		187.00-	535.71
Jan 24	Ending Balance			535.71
	New Balance Fwd			
	Chq. Fee		0.00	
	NSF Bank Fee for Statement		0.00	
	NSF Bank Fee for Year-to-Date		0.00	
	Coverage Pay Fee for Statement		0.00	
	Coverage Pay Fee for Year-to-Date		0.00	

Chm 4397



www.members1st.com

Main Switchboard: (800) 253-2328  
EZ Call: (717) 687-4372 or (800) 253-4372  
Toll: (717) 687-5312 or (800) 253-2328 ext. 5312  
Toll-free: (800) 237-7288

JAN 20, 2010 THU FEB 24, 2010

8736 1 AV 0.335

30310-8736

MARY R BIANCAVILLA  
341 OAK DR  
NEW CUMBERLAND PA 17070

Your current Member Loyalty Rewards level is Silver.  
Your age is 510.85.  
An aggressive products

Want to earn some e... referral program.

## CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Debit	Credit	Balance
Jan 25	Balance Forward			655.71
Jan 25	Deposit by Check		20.00	675.71
Jan 26	Withdrawal Debit Card CHECK CARD			675.71
	01/25 1234567890123456 GIANT FOOD 2253 NEW CUMBER			675.71
Jan 26	Withdrawal ACH CHASE			675.71
	TYPE: SPAY ID: 00000024 CO: CHASE			675.71
Jan 26	Withdrawal ACH 1ST NATL BK CHASE			675.71
	TYPE: ONLINE PNT ID: W0000000 DATA: CREDIT CARD PNT			675.71
	DO: 1ST NATL BK CHASE			675.71
Jan 31	Deposit Direct Deposit		0.00	675.71
Feb 01	Deposit EZ Call Transfer From Share 0005		20.00	695.71
Feb 01	Check 00110 Transfer 002220022			695.71
	Withdrawal Check - SMAC Mfg Corp			695.71
	TYPE: CHECK PNT ID: 040000002			695.71
	DATA: 00000000 04120405			695.71
Feb 02	Withdrawal Debit Card CHECK CARD			695.71
	TRANSACTION DATE - 02/01/2010			695.71
	02/01 1234567890123456 WBS MARKETS 8125 S CAMP H			695.71
Feb 02	Deposit Transfer From Share 0005		70.00	765.71
Feb 02	Withdrawal ACH LONGSERVICING			765.71
	TYPE: ACHPNT ID: 00000000 CO: LONGSERVICING			765.71
Feb 02	Withdrawal Debit Card CHECK CARD			765.71
Feb 03	Withdrawal Debit Card CHECK CARD			765.71
	TRANSACTION DATE - 02/02/2010			765.71
	02/02 1234567890123456 WBS MARKETS 8125 S CAMP H			765.71
Feb 03	Withdrawal ACH 1ST NATL BK CHASE			765.71
	TRANSACTION DATE - 02/02/2010			765.71
Feb 03	Withdrawal			765.71
	Stop Payment/Check			765.71
Feb 03	Deposit			765.71
	RETURN 2 COURTESY MAY FEES 2/2/10			765.71
Feb 05	Deposit ACH LONGSERVICING		1,000.00	1,765.71
	TRANSACTION DATE - 02/02/2010			1,765.71

#4397  
CLM



**Unauthorized/Improper ACH Debit Activity  
Written Statement Under Penalty of Perjury**

Marybiennaville state that I have examined the attached statement or other notification from Members 1st FCU indicating that an ACH debit entry was charged to my Account No. 00000000000000000000 on 02/26, 2010 in the amount of \$ 1038.00 and that the debit was unauthorized or improper.

An unauthorized debit (with the exception of TEL entries) means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via a writing that was either signed or clearly authenticated, to initiate the transfer. With respect to TEL entries, an unauthorized debit means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via an oral authorization, to initiate the transfer. An electronic fund transfer in an amount greater than that authorized by the consumer or that results in a debit to the consumer's account greater than that authorized by the consumer also is an unauthorized debit. An unauthorized debit does not include an electronic fund transfer initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An improper debit means a re-presented Check Entry (RCK), Point-of-Purchase Entry (POP), Accounts Receivable Entry (ARC), or Bank Office Conversion Entry (BOC) that meets the criteria described in Section II below.

I. For unauthorized entries, I further state that: (check one)

- ☐ I did not authorize, and have not ever authorized, \_\_\_\_\_ (company name) to originate one or more ACH entries to debit funds from any account at Members 1st FCU.
- ☐ I authorized \_\_\_\_\_ (Company Name) to originate one or more ACH entries to debit funds from an account at Members 1st FCU but on \_\_\_\_\_, 20\_\_\_\_ I revoked that authorization by notifying \_\_\_\_\_ in the manner specified in the authorization.
- ☒ I authorized INTERVUE INC to originate one or more ACH entries to debit funds from an account at Members 1st FCU but but my mortgage co was defrauded and this debt was not authorized  
the amount debited exceeds the amount I authorized to be debited. The amount I authorized is \$1038.00  
OR  
☐ the debit was made to my account on a date earlier than the date on which I authorized the debit to debit. I authorized the debit to be made to my account on or no earlier than \_\_\_\_\_, 20\_\_\_\_ 02/26/2010

II. For improper entries, I further state that: (check one)

- for RCK entries:
- ☐ the item to which the entry relates is ineligible to be initiated as an RCK entry;
- ☐ the required notice stating the terms of the re-presented check entry policy was not provided by the Originator in accordance with the requirements of the NACHA Operating Rules;
- ☐ all signatures on the item to which the RCK entry relates are not authentic or authorized, or the item has been altered;
- ☐ the amount of the RCK entry was not accurately obtained from the item; or
- ☐ both the RCK entry and the item to which the RCK entry relates have been presented for payment.
- for ARC and BOC entries:
- ☐ I opted out of check conversion activity;
- ☐ notice was not provided by the Originator in accordance with the requirements of the NACHA Operating Rules;
- ☐ the source document used for the debit entry is improper;
- ☐ both the source document and the ARC or BOC entry to which it relates have been presented for payment; or
- ☐ the amount of the ARC or BOC entry was not accurately obtained from the source document.
- for POP entries:
- ☐ the debit entry for which the Receiver is seeking recredit was not authorized by the Receiver;
- ☐ the source document used for the debit entry is improper; or
- ☐ both the source document and the POP entry to which it relates have been presented for payment.

I further state that the debit transaction was not originated with fraudulent intent by me or any person acting in concert with me, and that the signature below is my own proper signature.

I certify under penalty of perjury that the foregoing is true and correct.

2/4/10 Date & Time  
Dawn Robinson Members 1st FCU Associate name  
Marybiennaville Member Signature  
NCGiant Branch Office

Chm 4397

**GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

02/11/10

MARY R BIANCAVILLA

341 OAK DR  
NEW CUMBERLAND PA 17070

RE: Account Number [REDACTED] 2613  
Property Address 341 OAK DRIVE  
NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

This is in response to your inquiry regarding a request for a copy of the automatic payment letter on the above-referenced account.

Unfortunately, we have been unsuccessful in our attempts to obtain this information. We apologize for any inconvenience this may cause.

If you have any additional questions, please contact Customer Care at 800-766-4622.

Customer Care  
Loan Servicing

2:48

*I requested a copy of a (signed by me)  
authorization for \$1038.08 presented  
to my bank FEB 2, 2010 -  
CAUSING OVERDRAFTS AND  
TRIAL LOAN DEFAULT.  
THIS IS THE RESPONSE.*

*Chm #4397*

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

02/04/10

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

*This made no  
sense since  
I was already sending  
checks and they were  
cashing them.*

RE: Account Number [REDACTED] 9613  
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

In response to your request, we updated our records to reflect the cancellation of your Online Payment Program effective 2/4/10. You are now responsible for making all future payments by using an alternate method.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care  
Loan Servicing

2:02

*IN LEU OF WHAT GMAC DID WITH  
THE UNAUTHORIZED ACCESS IN  
ADDITION TO HAVING NO CLEAR UNDERSTANDING  
OF WHAT THEY ARE DOING TO MY  
LOAN THEY HAVE BEEN ADVISED. NO  
AUTO DEBITS ARE AUTHORIZED  
THAT ACCT. IS BEING  
CLOSED.*

*Clm 4397*

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

02/12/10

130578-000021

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

|||||

RE: Account Number [REDACTED] 9613  
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

Your payment has been returned unpaid by your financial institution. As a result, we have reversed these funds from your account. Your account is now due for the 01/01/10 - ~~INDUSET~~ payment. If allowed by your state, you may be assessed a ~~1/16~~ returned check fee.

If your replacement payment is received after the expiration of your grace period, any applicable late charges will be assessed. If you would like to remit your payment immediately, contact us by phone to use our Pay by Phone services by calling 800-766-4622.

If you participate in one of our Electronic Payment Programs, replacement of the reversed payment as well as financial institution corrections may need to be made prior to future drafts occurring.

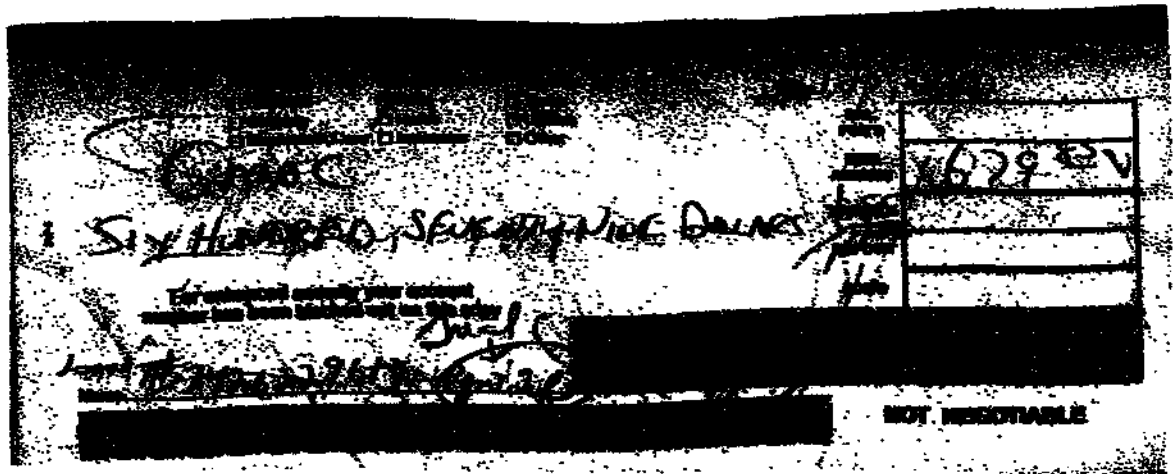
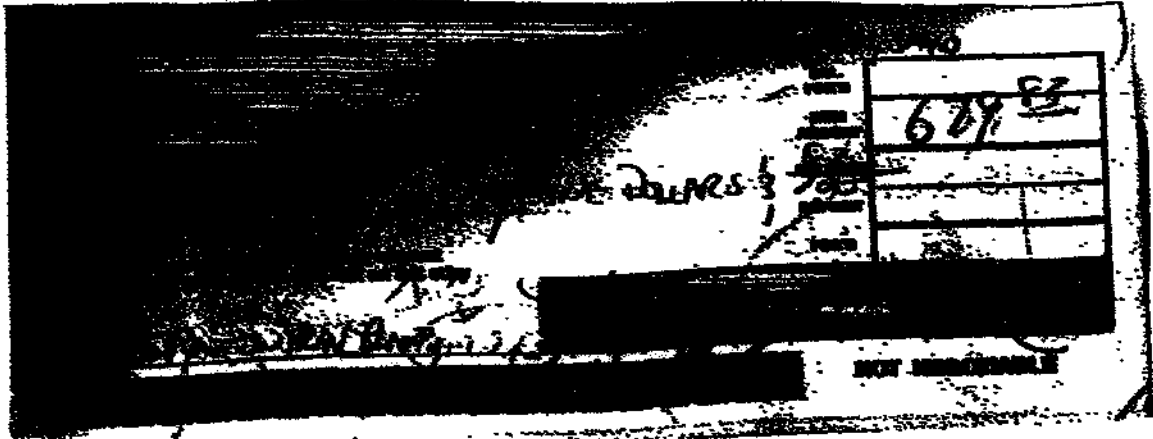
If this is the third payment returned for insufficient funds, your account will be restricted to certified funds.

If you have any questions regarding this matter, please contact Customer Care at 800-766-4622.

Customer Care  
Loan Servicing

7004

Jim 4397



3 HAND TRAIL CHECKS

MARY R BIANCAVILLA  
361 OAK DR.  
NEW CUMBERLAND, PA 17090

1115

PAY TO GMAC \$ 679.83  
Six Hundred Seventy Nine Dollars 83/100 DOLLARS @ 100

**M** MARY R BIANCAVILLA  
MAY 15 2010 MARY R BIANCAVILLA

Chm 4397



GMAC Mortgage, LLC  
Attention: Loan Modification  
3451 Highland Avenue  
Weston, IA 50702

\_\_\_\_\_  
(Sign Above This Line For Borrower's Use)

# STEP RATE LOAN MODIFICATION AGREEMENT WITH PRINCIPLE DEFERMENT (Deferred Payment Disclosure Attached)

John 4397

Loan Modification Agreement ("Agreement") made this May 1, 2010 ("Effective Date") between MARY R BEANCAVILLA ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated December 16, 2005 in the original principal sum of One Hundred Forty Four Thousand Dollars and No Cents (\$ 144,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book number Page Number of the real property records of CAMBERLAND County, PA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 341 OAK DRIVE NEW CAMBERLAND PA 17070, which real property is more particularly described as follows:  
(Legal Description if Applicable for Recording Only)

Borrower acknowledges that Lender is the legal holder and the owner, or agent or servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

2 PAGES - DATED - DEFERRED AND THIS IS NOT AS REMISED.

Borrower has requested, and Lender has agreed, to extend or reamortize the time and manner of payment of the Note and to extend and carry forward the time(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows (understanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$140,421.45 and \$8,000.00 of any old principal balance (the balance due prior to the date of this loan modification) shall be deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I pay off my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to pay off the "Deferred Principal Balance", I will not be required to pay interest or make monthly payments on the deferred amount.

2. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of "Lender" the Principal Balance, consisting of the amount(s) loaned to Borrower by "Lender" and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.

## 3. PAYMENT SCHEDULE

I Pay By CERT. BANK CHECK  
Every month - I HAVE NO TRUST

GMAC REFRA 03-18-2010 master will merge forward Note

FOR THIS COMPANY

WITHIN  
REGARD  
TO  
JANUARY  
APRIL 15

They have  
since  
used.  
THIS  
They can  
just do  
another

MORE DETAILED  
Summary

1 of 3

. Early 2009, March, Called for information on New Administration's Mortgage programs. They could not give info. on phone was sending in mail.

. Approx. 4-6 weeks later I received info. that looked like what would be collected when applying for credit/mortgage etc.

. I called about the documentation and was told I needed to submit my financials so that they could see if I would qualify for one of their new programs.

. Late June, 2009...I sent the paperwork fully completed by both the fax # they gave and a full copy by mail.

. A few weeks later, I received notice there was documentation missing and called in. They said what was missing and I checked to see if it was in my full copy ...it was. The girl went on to explain they have problems with the faxes, I advised that is why I mailed a full copy as well. She said I still needed to mail her what was requested. This happened on several other occasions after the initial one.

....NOTE: A phone rep. on a later call re: same issue indicated they had the mailed copy in their system and he would get what was needed on his end. Yet this same process occurred a couple of more times. I advised them by phone that the mailed copy is in their possession and not to call for duplication anymore, I was done.

Communications came to a halt after that and I was actually relieved after what was happening just to find out about these new loans.

. Mid Dec., 2009...In checking my bank balance noticed it was high, I did the math, it was the amount of my mortgage payment that should have been auto-debited. I called GMAC promptly. (See support doc's (A & B), cover summaries and attached bank statements showing auto-debits for Oct and Nov 2009, and no debit for Dec. 2009. GMAC had taken over my mortgage and was auto debiting faithfully from that time until this incident without interruption.)

As indicated on pg. 2 of support doc. B. GMAC (without my knowledge or consent), qualified me and made up my mind for me while (hindsight)...walking me into defaulting my original loan. This was the first step...causing a late payment (the money was in the account they did not collect it), then lying to me about being qualified for the loan as long as I would successfully complete their trial.

. See GMAC ltr. dated 1/11/10 shook me up some more, I called and was redirected to the Loss Mitigation dept. they explained they took over the loan and the rest of the letter did not apply.

clm#4397

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...cont.

... more hindsight...what they were doing was documenting all things applicable and/or not, and lying by phone so they would control your being defrauded right out of your house possibly. I am sure if I did not do something different than others they would have foreclosed on me too. The process was abusive and I could not afford an attorney. I was stuck in it, trying to obtain a right result.

Note: The HAMP workout plan (included with support doc's is shown with my loan# on it). I had underlined in #2 on second page where EVERYTHING (taxes, insurance and any other fees) was to be included in my new fixed rate payment of 679.83 or less as explained to me by phone, the trial pymt. would be the maximum pymt. under the HAMP program. My part was to successfully complete the trial which was to make the 3 trial pymts on time. This would have happened if GMAC did not throw out the stumbling blocks. Defrauded again, by unlawful action on their part.

. Support doc C, pg.#1 summary outlines the documents which follow, showing all of what then defaulted my Hamp trial by GMAC while also showing they were receiving and cashing my trial checks on time. The insufficient funds were caused by GMAC's UNAUTHORIZED auto draft...I contacted them about this immediately after my bank identified them as the drafter of the unauthorized amt. of \$1380.08 (see Members 1st stmt. dtd., Jan.25-Feb.24,2010, pg.2.) This same page shows second trial check#116, deposited the day before the unauthorized draft.

. VERY IMPORTANT\*\* I was sent a letter by GMAC (enclosed, dated 2/11/10) they were unable to supply me with my written consent for that autodraft. This is because there wasn't one.

. In closing GMAC ltr. dated 2/12/2010...is also incorrect...see support doc's C, Members 1st stmt.,dtd. Dec.25-Jan 24/2010 pg.2, check#115 is the first trial pymt. deposited and cleared. By the time I received this letter, it was known by GMAC that I was in Loss Mitigation undergoing the HAMP trial and that due to the unauthorized autodraft, reversed by my bank and questioned by me by phone later the same day of Feb.4,2010, whereby I requested signature proof which they could not provide as indicated by their letter 2/11/10. They were already on notice by me, NO Further Auto Drafts. With the new loan every month is a certified bank check because I do not trust them with my electronic info. Please help get me out of this!

I did complete my trial successfully if not for the unlawful actions perpetrated against me. And since before I ever wrote the first check for the trial, I was told I WAS Approved for HAMP pending successful completion of the HAMP trial, the end result should not have been \_ The Step-rate-loan (current pymt.amt.is \$874.41 after 2 years) a far cry from \$679.83 and the interest rate goes up). This is not a fixed rate loan...

*Chm #4397*

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...cont.

...Had I known this from the first phone call, no paperwork would have been submitted by me at all.) I was manipulated into this step-rate-loan with the end result, me being defrauded out of my original loan. It was a whirlwind once they got rolling. At some point you just can not take it and settle for what gives you peace...the only way out of their process at that point and into peace, was to accept what they were offering. I will be stuck in this loan long after people forget who GMAC was, assumming I can keep up with their ever increasing pymts. in a loan I was railroaded into. This really assumes too much, my home may end up another statistic if this court can't retain justice on my behalf.

I am seeking justice and restitution as the court sees fit.

Please accept my apologies for being unable to give an accurate dollar amount due to the futuristic nature of the final amount.

I want to thank you for all of your patience with my submission.

I have done what I can to try and show that there was a process in place that caused damage and while I do not know how many others were affected, my heart goes out to all who have lost their homes due to the same or similar circumstances.

On a larger scale our national economy is suffering while these things go (seemingly) unchecked. How much longer and how many more foreclosures will add to the countries economic decline. Some of the rich are getting richer, while the poor are getting poorer adding a chunk of the middle class to it. All the while the poor are being supported by government programs paid for by the rich, making them poorer, as Americans lose our freedom. If this continues, I guess it will soon be time to remove Lady Liberty from her perch. How can we continue to receive others into what used to be a free and prosperous land? Who will be able to pay for it all and will these immigrants ever be free? More importantly why should economic giants just walk away from the fallout of the mess they make? I am not saying that is what will happen here, but it has happened, alot, in recent years. Lines must be drawn.

I know our administration meant for right results, it is unfortunate when the process is hijacked and does not serve it's original purpose. I do believe this is why we have laws and trust they will be applied appropriately.

Sincerely,

Mary Biancavilla

Chm 4397

